visit a camp is not, in a legal sense, the invitation of the company. The decision in the principal case seems to be supported by the authorities as well as by reason.

PUBLIC OFFICERS—DE FACTO OFFICER—WHAT CONSTITUTES.—Plaintiff filed a bill in equity to enjoin county officials from paying L., for services rendered as special state's attorney appointed by the court for the purpose of prosecuting primary election frauds. *Held,* L was entitled to his salary, *Lavin* v. *Board of Commissioners of Cook County et al.* (1910), — Ill. —, 92 N. E. 291.

Though the judges were unanimous in holding that L was entitled to his salary, they did not agree as to the character of his position, a majority of the court holding L to be at least a de facto officer (*State* v. *Messervy,* — S. C. —, 68 S. E. 766; *State* v. *Carroll,* 38 Conn. 449; while the three dissenting judges were of opinion that he was a mere employee or agent. The minority opinion seemed to be based on the constitutional definition of an officer and employee. Const. Art. 5, § 24: *Bunn* v. *People,* 45 Ill. 397. In the opinion of the writer L would seem to be a de jure officer: *State* v. *Staton,* 73 N. C. 546, 21 Am. Rep. 479; because all the circumstances provided for in the statute under which he was appointed were present. Therefore the sounder view would seem to be that of the majority of the court.

TELEGRAPH COMPANIES — STATUS OF A TELEGRAPH COMPANY BETWEEN SENDER AND SENDEE OF A TELEGRAM.—S & S sent a telegram to C. L. S. & C. Co., offering a lot of steers at $3.95 per cwt. The telegraph company erred in the transmission of the message and made the quotation read $3.25 per cwt. C. L. S. & Co. wired their acceptance and the steers were shipped, but they refused to pay more than at the rate of $3.25 per hundred pounds. S. & S. sued the telegraph company for the loss caused by D's mistake. *Held,* the telegraph company is not the agent of the sender of the telegram, and the sender is not liable to the receiver of the message by the terms, as negligently altered by the transmitting company. *Strong et al.* v. *W. U. Telegraph Co.* (1910), — Idaho —, 109 Pac. 910.

The law concerning telegraph companies is still in course of formation, and the rule set forth in the principal case follows that laid down in the early English and Scotch cases. The fact that the telegraph lines in these countries are owned and operated by the government and that the government is not liable for the negligence of one of its servants, led the English and Scotch courts to refuse the agency doctrine. *Henkel* v. *Pape,* L. R. 6 Exch. 7; *Verdin* v. *Robertson,* 10 Sess. Cas. (3rd. Series) 35. However, the American cases holding to the view of non-agency, declare that no control exists over the telegraph company by the sender, and that it acts as an independent party in serving the public, having authority only to transmit the message as given to it, of which fact the sendee is supposed to have notice, and that no liability can be imposed by an altered message. *Pepper* v. *W. U. Telegraph Co.,* 87 Tenn. 554; *Postal Teleg. Co.* v. *Schaefer,* 110 Ky. 907; *Pegram* v. *W. U. Teleg. Co.,* 100 N. C. 28; *Shingleur* v. *W. U. Teleg. Co.,* 72 Miss.